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### TRANSMITTAL

**To:** Dave Buck  
Public Works Director  
City of West Lafayette  
\_\_\_\_\_

**Date:** May 12, 2015

**Project:** Northwestern Phase 4

**RE:** Supplemental No. 3

**Fax #:** \_\_\_\_\_

**No. of Pages:** \_\_\_\_\_

**From:** Ryan Smith

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2	Northwestern Phase 4 Supplemental No. 3

**Remarks:** For submittal to the agenda of the May 20<sup>th</sup> Redevelopment Commission meeting

**Copy to:** \_\_\_\_\_  
\_\_\_\_\_

**Signed:** Ryan Smith

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### SUPPLEMENTAL AGREEMENT NO. 3

**THIS SUPPLEMENTAL AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the REDEVELOPMENT COMMISSION for the CITY OF WEST LAFAYETTE, INDIANA, 609 West Navajo Street, West Lafayette, Indiana 47906, hereinafter called the **OWNER** and BUTLER, FAIRMAN and SEUFERT, INC., 8450 Westfield Boulevard, Suite 300, Indianapolis, Indiana 46240, hereinafter called the **ENGINEER**.

#### WITNESSETH

**WHEREAS**, on January 22<sup>nd</sup>, 2014, the **OWNER** entered into an Agreement with the **ENGINEER** for services required for development of Contract Documents for the construction of **Northwestern Avenue Corridor Improvements Phase 3** (hereinafter referred to as the "Original Agreement").

**WHEREAS**, it has been determined by the **OWNER** and the **ENGINEER** through the Conceptual Design Phase that the following amendments and additions to services in the Original Agreement are required in order to complete the project:

#### A. SCOPE OF WORK:

##### 1. Landscape and Irrigation Design Services

Coordinate with **OWNER's** Parks Department for species, layout, details and specifications for landscape and plantings throughout the project limits. Coordinate irrigation needs with Purdue University and Indiana American Water Company.

##### 2. Right-of-Way Engineering

*The **CONSULTANT** shall provide RIGHT-OF-WAY ENGINEERING for an estimated 1 parcel, including the following:*

1. Provide legal descriptions and land plats for each fee parcel prepared and certified by an Indiana Registered Surveyor and transfer documents.
2. The following items will be provided if necessary:
  - Provide a documented 20-year title search (T&E Report) for each fee and permanent easement parcel prepared by an abstractor.
  - Provide updated T&E reports.
  - Provide parcel staking once per parcel.

##### 3. ATMS/Fiber Interconnect Technical Design

*The **CONSULTANT** shall provide technical designs and coordination for fiber optic cabling network components and peripherally connected devices.*

1. Facilitate vendor's equipment connectivity, installation and configuration services.
2. Compile and coordinate cost from various vendors to ensure no redundancy in services and compatibility of equipment.
3. Coordinate installation locations and ensure standard spacing are within specifications limits.

B. COMPENSATION:

**NOW, THEREFORE**, the parties agree that the Original Agreement be further modified by this Supplemental Agreement No. 3; therefore, the compensation for these services shall increase the total not to exceed compensation by \$8,410.00 from \$664,900.00 to an amount not-to-exceed \$673,310.00. A summary of fees is noted as follows:

## SUPPLEMENTAL AGREEMENT NO. 3

### Northwestern Avenue Corridor Improvements Phase 3

#### SUMMARY OF SUPPLEMENTED FEE SCHEDULE

<u>Scope of Work</u>	<u>Original Agreement</u>	<u>Supplemental No. 1</u>	<u>Supplemental No. 2</u>	<u>Supplemental No. 3</u>	<u>Total</u>
Preliminary Survey and Field Data Collection	\$48,200.00				\$48,200.00
Corridor Master Plan	\$42,000.00	(\$-21,000.00)			\$21,000.00
Corridor Conceptual Design	\$34,000.00				\$34,000.00
Corridor Survey and Field Data Collection – Phases 3 & 4 (See Exhibit A)		\$133,800.00			\$133,800.00
Traffic Signal Warrant Reports		\$2,200.00			\$2,200.00
Traffic Signal Timing Plans (*)		\$15,000.00			\$15,000.00
Design Phase and Plan Development Services		\$84,400.00			\$84,400.00
Bidding Assistance		\$6,500.00			\$6,500.00
Construction Inspection (*)		\$130,100.00	(\$22,700)		\$107,400.00
Northwestern Ave Pedestrian Safety Study Extension			\$25,000.00		\$25,000.00
Design Phase and Plan Development Services – Phase 4			\$168,500.00		\$168,500.00
Utility Coordination Services			\$12,400.00		\$12,400.00
Bid Assistance – Phase 4			\$6,500.00		\$6,500.00
Landscape and Irrigation Design Services				\$3,000.00	\$3,000.00
Right-of-Way Engineering Documents				\$2,500.00	\$2,500.00
T&E Report (If Required)				\$450.00	\$450.00
T&E Update (If Required)				\$100.00	\$100.00
Parcel Staking (If Required)				\$360.00	\$360.00
ATMS/Fiber Interconnect Technical Design				\$2,000.00	\$2,000.00
<b>TOTAL</b>	\$124,200.00	\$351,000.00	\$189,700.00	\$8,410.00	\$673,310.00

(\*) hourly fee not to exceed

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 3.

**ENGINEER:**

BUTLER, FAIRMAN and SEUFERT, INC.



\_\_\_\_\_  
Michael A. Smith  
Executive Vice President

**OWNER:**

REDEVELOPMENT COMMISSION FOR  
CITY OF WEST LAFAYETTE, INDIANA

\_\_\_\_\_  
Lawrence T. Oates, President

**ATTEST:**

\_\_\_\_\_  
Stephen B. Curtis, Secretary